

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
SKYLOR HEARN
FREEMAN F. MARTIN
RANDALL B. PRINCE
DEPUTY DIRECTORS



COMMISSION
STEVEN P. MACH, CHAIRMAN
A. CYNTHIA LEON
STEVE H. STODGHILL

Public Safety and Homeland Security Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

ELECTRONIC SUBMITTAL

FINAL SUBSTANTIAL SERVICE BENCHMARK SHOWING FOR CALL SIGN **WPTZ776**

The State of Texas files the attached showing to demonstrate compliance with the final substantial service benchmark coverage of two-third of the state population by June 13, 2019.

Rule section 90.529 (b)(I) requires the state to certify on or before the applicable benchmark that it is providing or prepared to provide substantial service to two-thirds of their population or territory.

In certifying compliance with the final benchmark, Texas intends to demonstrate coverage to more than two-thirds of the state population. In determining the percentage of the state population covered by various networks in Texas, the state used a commercial coverage prediction program and 40 dBu Vim F(50,50) service contours with Census Bureau 2010 population data.

The call sign referenced above (WPTZ776) is part of multiple networks in Texas incorporating TxWARN, BVCOG, PBRPC, Lower Colorado River Authority and the GATRRS System which includes South Texas Development Council and Middle Rio Grande. These interconnected systems are used for public safety and public service communications by the Texas Department of Public Safety, Texas Department of Transportation and numerous other government agencies, and will facilitate further interoperability with city and county public safety communications systems.

The various interconnected networks using these frequencies currently use over 80 sites scattered throughout North, East and South Texas covering some of Texas most populated counties. Virtually every frequency listed in the referenced license is in use in one or more locations in the state. Currently, approximately 69.67 % of the population of the State of Texas is serviced. The connected systems show more than the 66% coverage as required to meet the 2nd Substantial Benchmark for Texas. Four frequencies that are still pending were not used in the calculation of Texas' 69.67% of the population served. The attached Interlocal Agreement effective as of March 8, 2019 confirms that the site at Hickory Forest by the Lower Colorado River Authority is under construction, and will incorporate the final frequencies.

A number of attachments accompany this submittal. These include a summary sheet showing population covered verses associated systems, a master spread sheet showing all of the frequencies and locations in use in the various systems, a coverage plot showing the total covered area for the combined systems, and individual coverage plots for each system.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Todd M. Early'.

Todd M. Early
Assistant Chief
Infrastructure Operations Division
Texas Department of Public Safety

Texas Coverage

all numbers are from 2010 Census information

<i>State</i>	<i>Total Population</i>	<i>Percentage</i>
TEXAS	25,145,561	100.00%
(numbers matches Census Bureau website)		

<i>System</i>	<i>Population Covered</i>	<i>Percentage</i>
LCRA	4,406,975	17.53%
TXWARN	8,176,526	32.52%
BVCOG	358,694	1.43%
GATTRS	2,986,035	11.87%
MRGVDC	188,773	0.75%
STDC	594,268	2.36%
LRGVDC	1,294,973	5.15%
PBRPC	431,298	1.72%
TXDOT	244,288	0.97%
<i>All Systems (combined)</i>	<i>17,518,767 *</i>	<i>69.67%</i>

* Number shown is actual Population Covered with overlap between systems subtracted.



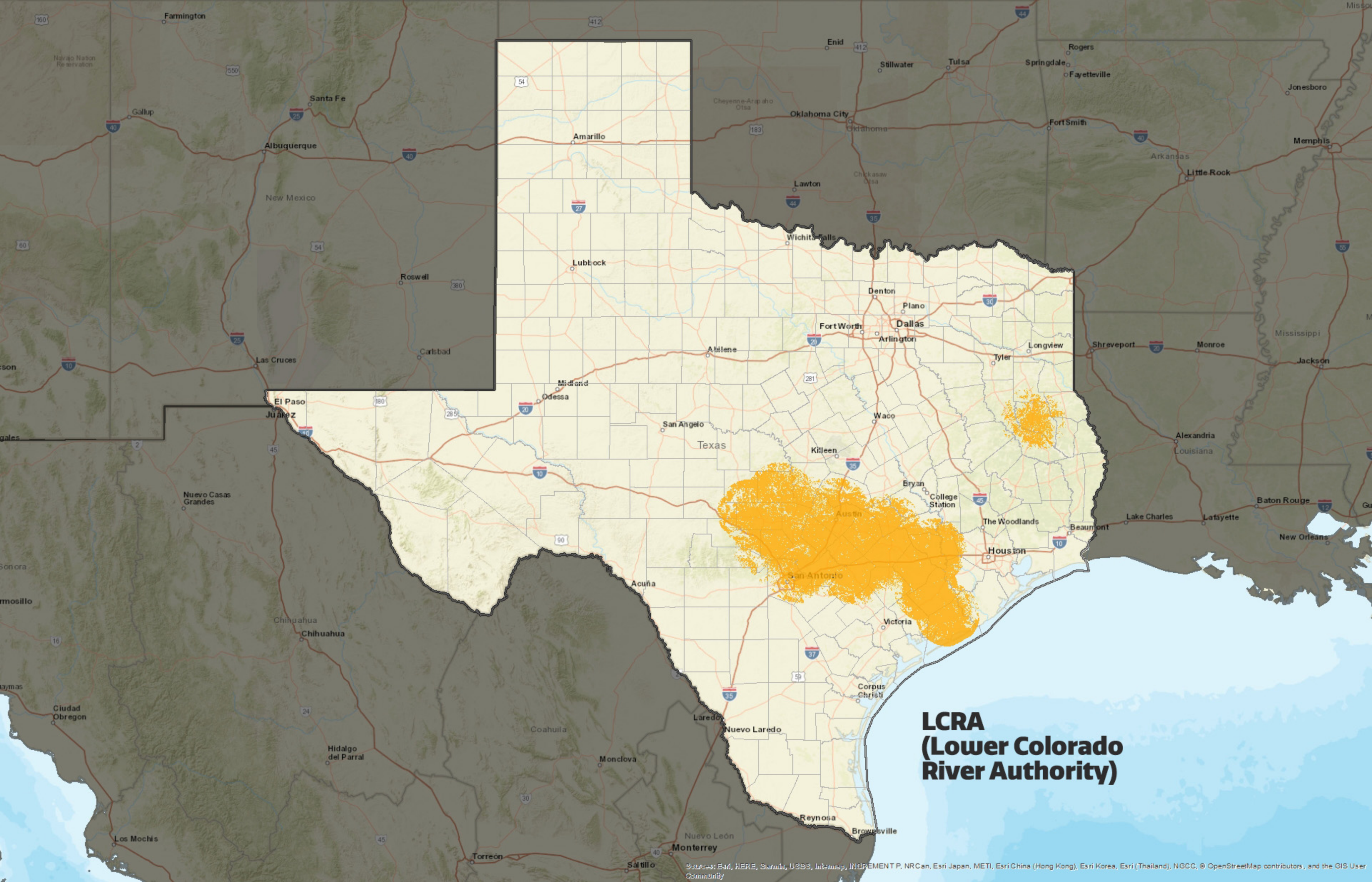
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community



BVCOG
(Brazos Valley
Council of Governments)



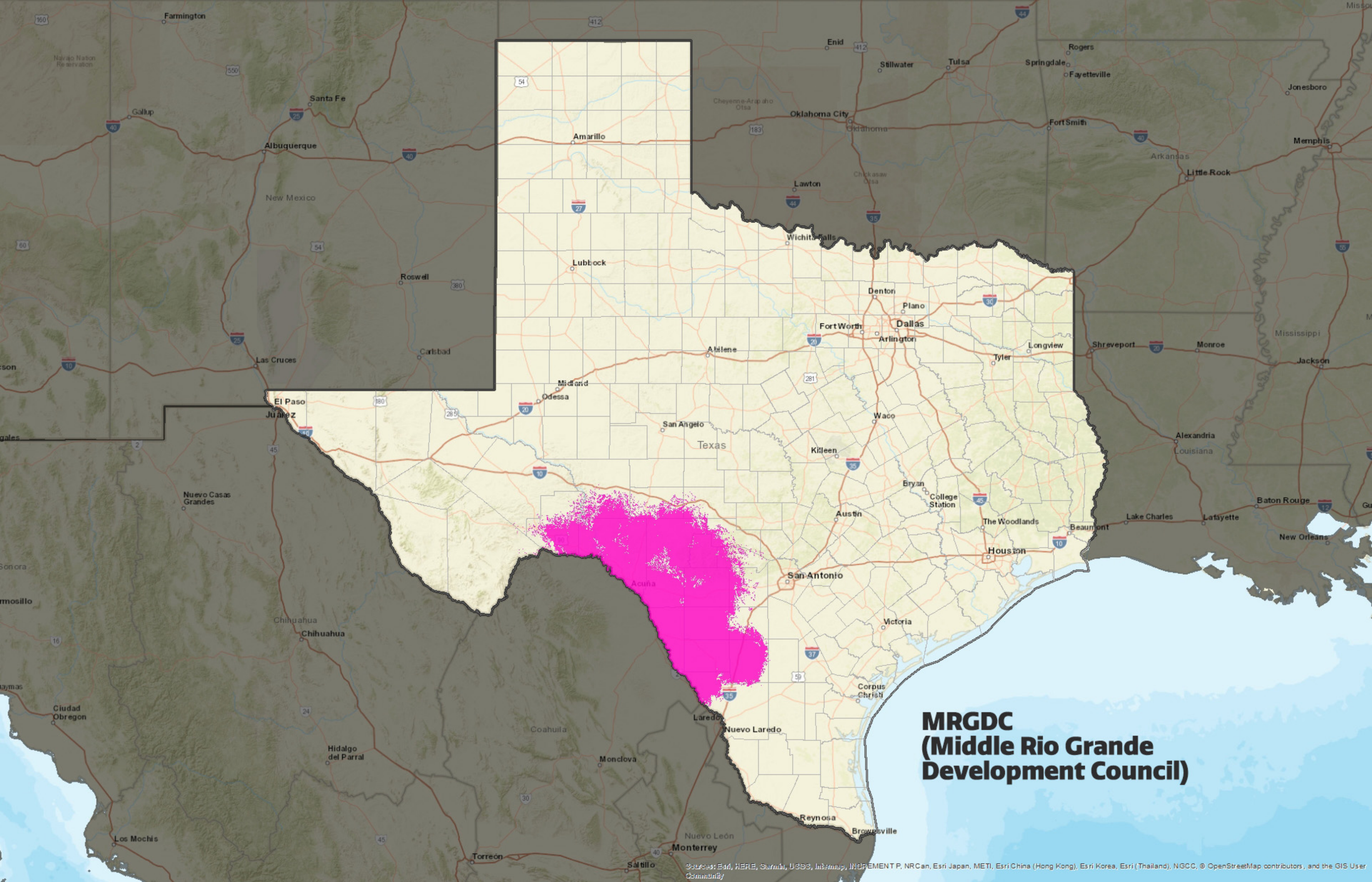
GATRRS (Greater Austin Travis Regional Radio System)



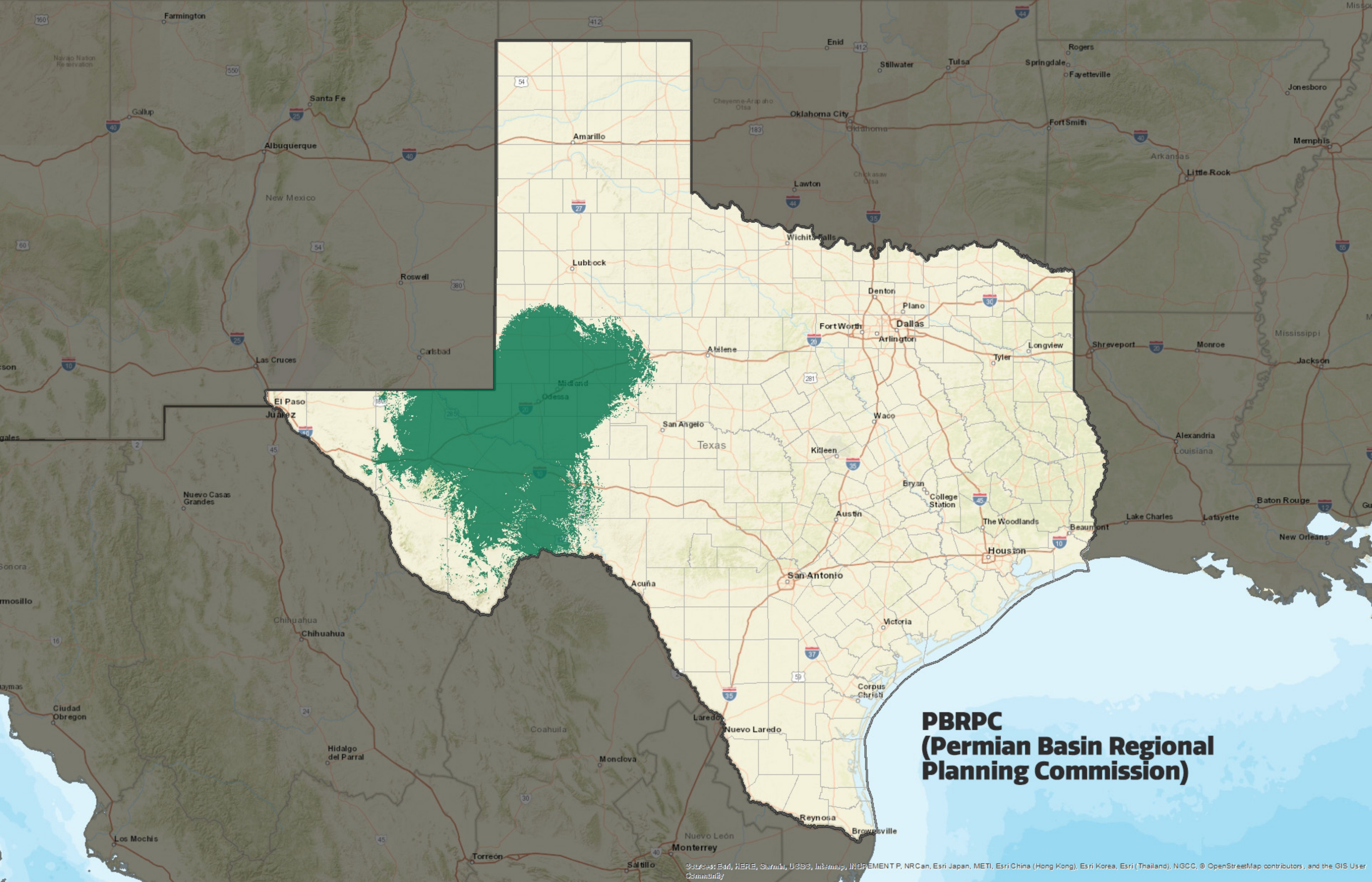
LCRA
(Lower Colorado
River Authority)



LRGVDC
(Lower Rio Grande Valley
Decelopment Council)



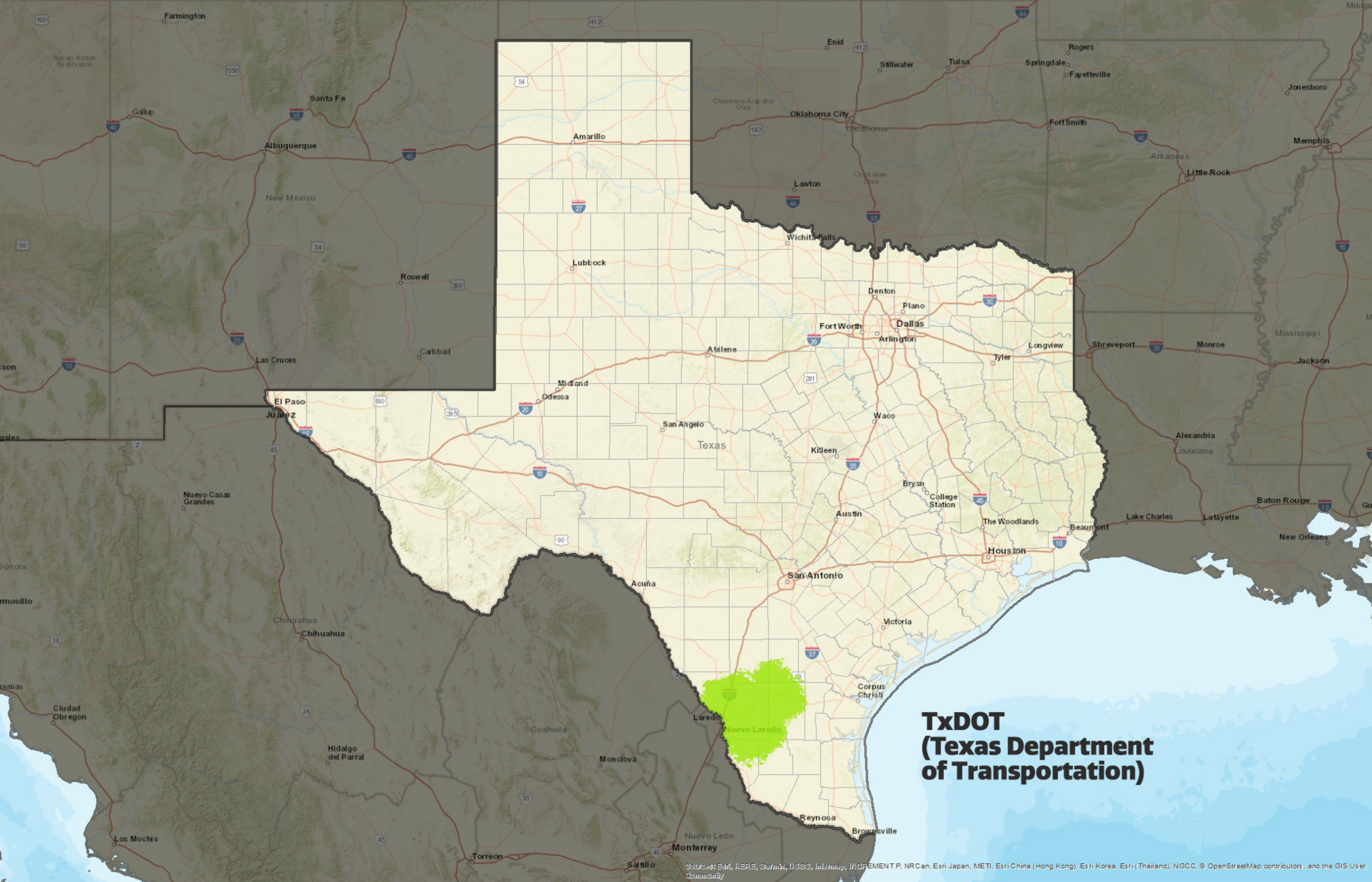
MRGDC
(Middle Rio Grande
Development Council)



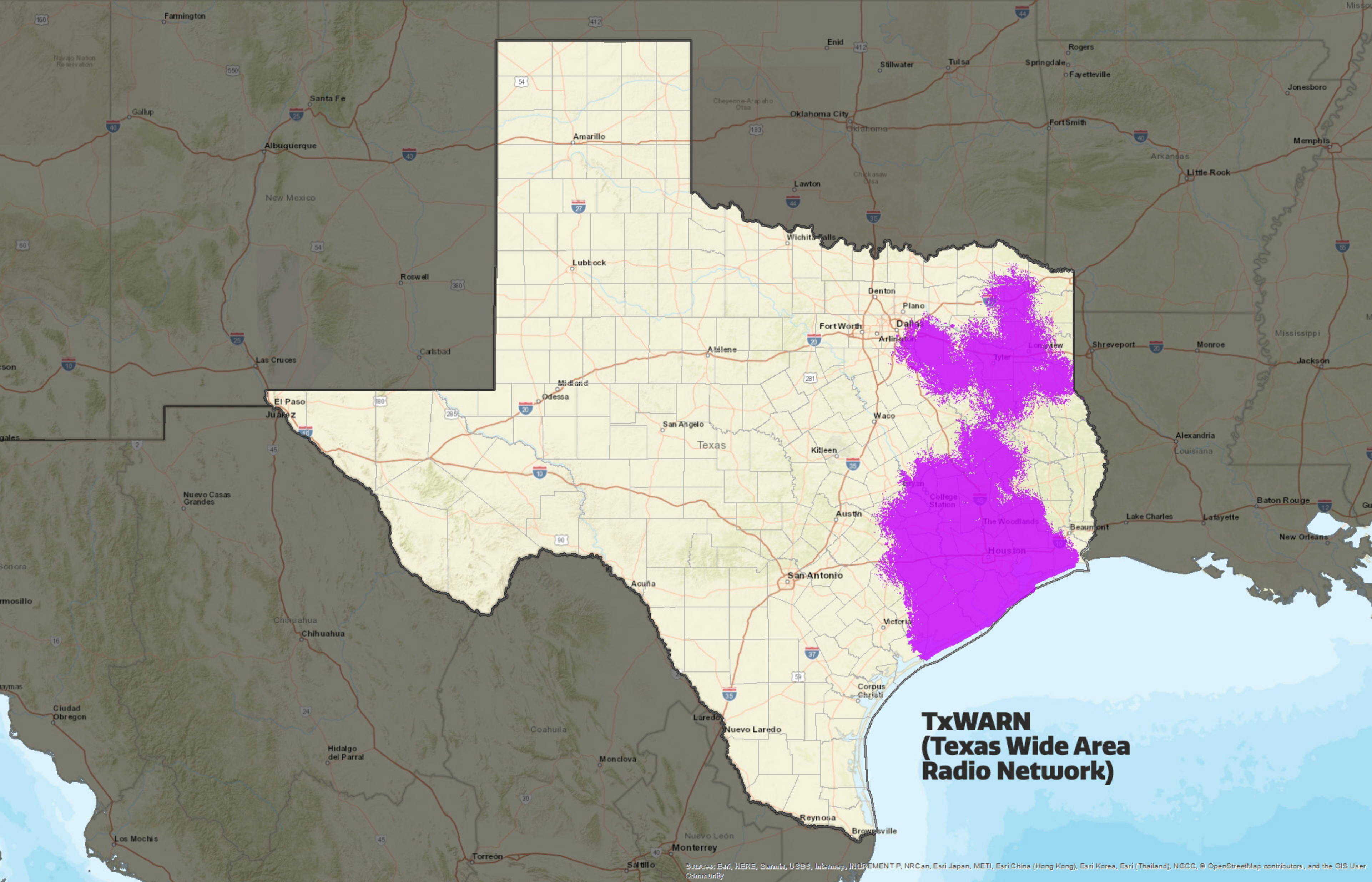
PBRPC
(Permian Basin Regional
Planning Commission)



STDC
(South Texas
Development Council)



TxDOT
(Texas Department
of Transportation)



TxWARN (Texas Wide Area Radio Network)

**INTERLOCAL COOPERATION AGREEMENT
FOR MOBILE RADIO SERVICES AND EQUIPMENT
BETWEEN GUADALUPE COUNTY
AND LOWER COLORADO RIVER AUTHORITY**

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between, as Parties, the Lower Colorado River Authority ("**LCRA**"), a local government, being a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution, and Guadalupe County ("**USER**"), a political subdivision of the State of Texas, to be effective for all purposes as of March 8, 2019 (the "**Effective Date**"). (LCRA and USER may also be referred to herein individually as a "**Party**" and collectively as the "**Parties.**")

RECITALS

WHEREAS, LCRA is authorized by law to own, operate and maintain electric generation and transmission facilities for the benefit of its customers and the general public;

WHEREAS, LCRA's electric system includes a communications network, including a regional, trunked radio system ("**Trunked Radio System**"), which has been installed for LCRA's use within LCRA's service area for purposes of communications to support its statutory purposes and in conjunction with providing electric power and energy in Texas, public safety, and emergency services;

WHEREAS, LCRA is authorized by law to license peace officers for the protection of property and the general public and the enforcement of state law and LCRA's rules and regulations;

WHEREAS, LCRA holds certain frequency licenses from the Federal Communications Commission ("**FCC**") for operation of the Trunked Radio System by dispatchable mobile radio services for public safety and business purposes and pursuant to statutes and applicable FCC rules enabling LCRA to provide community assistance and economic development;

WHEREAS, USER is authorized by law to provide public services, including law enforcement transportation services, and emergency services;

WHEREAS, the Trunked Radio System has the current capacity to serve the needs of LCRA and others requiring a Trunked Radio System for public safety, local government purposes, and other purposes in compliance with applicable FCC statutes, rules, and licenses and to provide a key communications link between public safety entities throughout the central Texas region;

WHEREAS, USER and LCRA wish to establish this Agreement allowing LCRA to provide communications equipment, facilities, and technical services required for the installation and operation, of dispatchable mobile radio equipment, as more specifically set out herein, to assist USER with deploying and maintaining radio communications for public safety operations, interlocal response to catastrophic or large-scale incidents or natural disasters, and radio communications coordination support for local, state, tribal, and federal agencies in the State;

WHEREAS, it would be a benefit to USER to receive Trunked Radio System service on a non-profit, cost-shared basis without investing the substantial capital cost required for a completely separate infrastructure and by sharing the cost of the existing and planned Trunked Radio System;

WHEREAS, LCRA has secured FCC radio licenses and, under Section 90.179 of the FCC's rules, (47 C.F.R. § 90.179), is able to share stations in order to serve eligible users throughout its electric, transmission, and water service territory; and

WHEREAS, the Parties are authorized to enter into this Agreement under Chapter 791 of the Texas Government Code, commonly referred to as the Interlocal Cooperation Act, and more particularly Section 791.025, Texas Government Code.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. ACCEPTANCE; USER'S ACCESS TO TRUNKED RADIO SYSTEM

1.1 This Agreement, including Attachments A and B, is a contract for the LCRA to provide services and equipment to USER when accepted in writing by an authorized representative of USER. It is agreed that the provision of services is made only on the terms and conditions herein. LCRA shall not be bound by the terms and conditions in USER's purchase order or elsewhere unless expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of services hereunder shall constitute an acceptance of these terms and conditions by USER.

1.2 Access to the Trunked Radio System consists of USER's right to use certain facilities and capabilities of the Trunked Radio System, as described in the Attachments, in consideration for USER's payment of the monthly service and usage fees as set out in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Only the features and capabilities selected by USER shall be enabled. Changes or modifications to services provided hereunder may require modification of system parameters, which will be subject to additional service charges as set forth in the Telecom

Installation and Maintenance Price Sheet (Attachment B). Upon the Effective Date of this Agreement, USER's equipment will be activated following: (i) registration of the LCRA-authorized identification numbers of each USER unit, and (ii) LCRA's certification of the equipment installation and operator training.

1.3 USER expressly understands that LCRA, as an FCC licensee, will supervise USER's activities pursuant to this Agreement, and that LCRA will retain control over all aspects of the operation of the Trunked Radio System, as required of a licensee under the FCC's rules and regulations. USER expressly acknowledges that all shared transmitters must be subject to LCRA's control.

2. SERVICES; COST-SHARED BASIS

2.1 USER may select from the menu of telecommunications services offered by LCRA which are set forth on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). The Radio System Pricing Schedule and Participant Information Sheet may be amended from time to time upon mutual agreement of the Parties provided that such amendments are in writing and signed by authorized representatives of USER and LCRA. USER agrees to pay for the services and features indicated on the Radio System Pricing Schedule and Participant Information Sheet and other attachments to this Agreement, including any optional features as set forth in Section 2.3 below, on a non-profit, cost-shared basis in accordance with Section 90.179 of the rules of the FCC, 47 C.F.R § 90.179. USER shall be billed in accordance with Section 3 of this Agreement.

2.2 All service fees to be paid to LCRA are intended to recover a portion of the operation and maintenance expenses and capital expenditures associated with the Trunked Radio System. Included within the expenditures shall be appropriate reserves for future expenditures on and improvements to the Trunked Radio System.

2.3 In addition to basic services, LCRA is able to procure equipment and provide installation, maintenance, and related services under this Agreement; such services shall be performed either by LCRA's personnel or through independent contractors hired by LCRA. If USER selects such services, the services will be noted on the Participant Information Sheet. The cost of equipment User has agreed to purchase shall be set forth in the respective proposal sent by LCRA to USER.

3. SERVICE RATES, CHARGES AND TERMS

3.1 LCRA shall provide the services selected by USER on the Radio System Pricing Schedule and Participant Information Sheet at the rates and charges shown on the Radio System Pricing Schedule table (Attachment A). The Radio System Pricing Schedule and Participant Information Sheet shall include: (i) USER's monthly basic service fee for use of the Trunked Radio System; (ii) rates and charges for optional services; and (iii) airtime charges.

3.2 It is agreed that LCRA may at any time revise the fees and rates included

in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) by giving USER written notice of the amount of increase at least sixty (60) days in advance of the date on which the increased fees are to become effective. However, for the Initial Term of service, Service Level/Coverage Area costs for basic service in effect on the Effective Date of this Agreement shall not be increased except by mutual agreement of the Parties. It is agreed that LCRA may at any time revise the fees and rates included in the Telecom Installation and Maintenance Price Sheet (Attachment B) by giving USER written notice of the amount of increase at least sixty (60) days in advance of the date on which the increased fees are to become effective.

3.3 All rates, charges, and fees for services and equipment provided under this Agreement shall be paid by USER monthly. LCRA will invoice USER monthly or as agreed between the parties. Failure of LCRA to send or for USER to receive an invoice shall not relieve USER from payment of any fees due. The monthly basic service fee associated with USER's access to the system, periodic equipment maintenance, monthly usage charges, and charges for optional services shall be invoiced at the end of each monthly billing cycle. Late payments shall be subject to interest or reasonable service charges. Payment for equipment purchased or installed shall be due within 30 days after invoiced. The User acknowledges that any payments made under this Agreement are made from current revenues available to it as required by the Interlocal Cooperation Act.

4. MAINTENANCE OF USER EQUIPMENT

4.1 FCC regulations and proper operation and maintenance of the Trunked Radio System require periodic equipment testing for certain components of the Trunked Radio System. USER agrees to allow LCRA access to USER's equipment for frequency and channel maintenance checks of Trunked Radio System units at any reasonable time and place as requested by LCRA. USER shall pay LCRA for such maintenance in accordance with the Telecom Installation and Maintenance Price Sheet (Attachment B). At USER's option, USER shall have the right to engage other maintenance suppliers, subject to LCRA's approval, to maintain USER's equipment in accordance with the regulations of the FCC and the proper operation and maintenance of the Trunked Radio System. USER acknowledges that LCRA will supervise the technical aspects of USER's activities or other maintenance suppliers in accordance with Section 1.3.

5. EXPANSION OF TRUNKED RADIO SYSTEM

5.1 LCRA may, at its sole and exclusive discretion, provide services to other participants on the Trunked Radio System. The provision of radio system services to other participants and expansion of the system will not diminish the capability of USER to use the Trunked Radio System as contemplated in this Agreement. USER acknowledges and agrees that LCRA has or will expand the area covered by its Trunked Radio System. The execution of agreements with other participants may, at the sole option of LCRA, expand the area covered by the Trunked Radio System and may also result in the availability of additional services to some or all participants. USER acknowledges that LCRA has

previously entered into other Interlocal Cooperation Agreements for Mobile Radio Services and Equipment to provide telecommunication services to certain governmental entities and other utilities and intends to expand the number of users by entering into new agreements in the future.

6. TERM - AUTOMATIC RENEWAL

6.1 The initial term of this Agreement shall commence on the Effective Date and shall terminate three (3) years after the Effective Date (the **"Initial Term"**), unless automatically extended as provided below. This Agreement shall automatically extend under the terms and conditions, rates, and charges then in effect for successive one (1) year periods provided that either Party may terminate this Agreement: (i) at the end of the Initial Term of this Agreement by giving to the other party written notice at least ninety (90) days prior to the end of the Initial Term or (ii) by giving to the other party written notice at least ninety (90) days prior to the end of any one (1) year extension; and, provided further, that this Agreement shall terminate automatically if the frequency authorization(s) (which may be held by LCRA) under which USER then presently operates is (are) terminated or are revoked by the FCC or otherwise.

6.2 The rates, charges, and fees due and payable by USER for any annual extension shall be the same as made during the preceding term unless LCRA notifies USER of any changes pursuant to the provisions of Section 3.2.

6.3 Funding. If USER funds are utilized to fund any part of this Agreement, LCRA understands that those USER funds for the payment for work performed by LCRA under this Agreement have been provided through USER's budget approved by its City Council (or other governing body) for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. USER cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. LCRA acknowledges and agrees that it will have no recourse against USER for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed.

7. SERVICE INTERRUPTIONS; INTERFERENCE

7.1 LCRA shall have the right, in cooperation with USER's needs, to plan and schedule system outages for purposes of system maintenance, equipment calibration, and similar necessities. Except for such planned outages, LCRA shall credit USER with one day of service for any service outage that exceeds four (4) hours in duration, provided that USER promptly notifies LCRA of the outage. If a service outage exceeds twenty-four (24) hours, LCRA shall credit USER a full day for each partial day of outage. Credit for outages, which shall be subject to LCRA's verification, shall appear in the monthly invoice.

7.2 In the event of an emergency, as declared by the LCRA's emergency

coordinator or LCRA's Trunked Radio System administrator, LCRA reserves the right to reallocate service priorities for the duration of the emergency.

7.3 USER agrees to refrain from any action, mode of operation, or equipment configuration that interferes with or causes signal degradation with the Trunked Radio System, and to notify LCRA of any conditions likely to cause interference.

8. ASSIGNMENT; SUBCONTRACT; NO THIRD-PARTY BENEFICIARIES

8.1 This Agreement is a privilege for the personal benefit of USER and may not be assigned in whole or in part by USER to any other person or entity without the prior written consent of LCRA, and provided that no such assignment of this Agreement shall be effective unless assignee shall assume in writing the obligations of the assignor under this Agreement or enters into a new written agreement with LCRA. LCRA reserves the right to assign this Agreement or subcontract any of its obligations hereunder. This Agreement is entered into for the sole benefit of the Parties. Nothing in this Agreement shall be construed as conferring any rights, benefits, remedies, or claim upon any person or entity not a Party to this Agreement. Any assignment entered into in violation of the provisions of this Section shall be void.

9. COVERAGE

9.1 USER acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Testing and experience with actual field conditions indicate adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at any time. Such events are beyond the reasonable control of LCRA. Other causes beyond the reasonable control of LCRA include but are not limited to motor ignition and other electrical noise that could be minimized by corrective devices at USER's expense. Satisfactory communication performance is generally viewed as intelligible reception over rolling terrain approximately ninety percent (90%) of the time.

9.2 USER further acknowledges and agrees that LCRA is not providing a warranty of coverage and that the inability of LCRA to provide such coverage will be subject to the limitation of liability set forth in Sections 12, 13, and 14.

10. DEFAULT AND REMEDIES

10.1 If USER fails to timely make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by LCRA to USER of such breach, USER shall be deemed in default under this Agreement. If a Party should be in default and if the other Party has performed all of its material obligations hereunder, the non-defaulting Party shall deliver written notice to the defaulting Party describing such default. If the default continues for more than one month after delivery of the notice (or such time as necessary to correct the default

with due diligence), the non-defaulting Party may immediately terminate this Agreement and pursue its remedies as provided below or as otherwise provided at law or in equity.

10.2 Notwithstanding the above, LCRA shall have the right to immediately terminate USER's service at any time for USER's failure to use the Trunked Radio System in accordance with rules and regulations of the FCC or USER's failure to use the Trunked Radio System in accordance with applicable laws and regulations. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable immediately.

10.3 In the event LCRA has the right to immediately terminate either the Trunked Radio System service in its entirety or, as to USER, this Agreement, LCRA may retain all payments made hereunder, disconnect and deny USER any service provided by the Trunked Radio System or equipment identified herein, and impose a separate charge for disconnect and a separate charge for any reconnect expenses. If disconnect takes place and the equipment requires reprogramming, USER will also be subjected to additional costs for reprogramming its equipment. Each and all of the rights and remedies of LCRA hereunder are cumulative to and not in lieu of each and every other such right and remedy and every other right and remedy afforded by law and equity.

11. WARRANTIES

11.1 LCRA warrants that its management and operation of the Trunked Radio System will comply with reasonable and standard industry practices. LCRA further warrants that it will operate the Trunked Radio System in compliance with all applicable statutes, laws, ordinances, rules and regulations, including, but not limited to, those of the FCC (such as frequency and eligibility requirements).

11.2 USER agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC (such as waiver and eligibility requirements), and (b) to operate the equipment so as not to cause undue interference with any other participants using the Trunked Radio System. LCRA will provide USER with copies of the relevant FCC rules and compliance information upon request. USER recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, LCRA in its sole discretion has the right without liability to modify this Agreement to comply with any such changes. USER further warrants to LCRA that it will operate the equipment for the purposes contemplated by this Agreement, and that USER shall not resell service, interconnect, nor patch any equipment with another radio user or another radio system without written consent of LCRA.

11.3 No other warranties, express or implied, are given by either Party.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES

12.1 USER acknowledges and agrees that LCRA is not the manufacturer of equipment, and LCRA hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or service (whether purchased or leased by USER from LCRA or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. LCRA, to the extent permitted by law, assigns to USER any and all manufacturers' warranties relating to equipment purchased by LCRA, if any, and USER acknowledges receipt of any and all such manufacturers' warranties.

12.2 USER acknowledges and agrees that its sole and exclusive remedy in connection with any defects in any equipment, including manufacture or design, shall be against the manufacturer of the equipment under the manufacturers' warranties and that LCRA shall have no liability to USER in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment or service provided hereunder. Without limiting the above, LCRA shall have no liability or obligation to USER, in either contract or tort or otherwise, for special, incidental, indirect, punitive or consequential damages of any kind incurred by USER, such as, but not limited to, claims or damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by USER directly or indirectly resulting from or related to any equipment or service described hereunder, whether or not caused by LCRA's negligence, to the full extent same may be disclaimed by law. Any references to equipment in this paragraph shall be deemed to apply to all equipment purchased by USER or leased by USER from LCRA, if any, or another lessor. Notwithstanding the above limitations, LCRA shall be liable for the cost of restoration, repair, or replacement of any USER-owned facilities to the extent such facilities are damaged or destroyed as a direct result of a grossly negligent or willful act of LCRA.

13. INTERRUPTION OF SERVICE; FORCE MAJEURE

13.1 Except for actions required by this Agreement, LCRA shall not be liable to USER or any other person for any loss or damage, regardless of cause. LCRA does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of LCRA or its subcontractors, including, but not restricted to, acts of God, acts of governmental entities, acts of the public enemy, strikes, or severe weather conditions. In the event of any failure or delay attributable to the fault of LCRA or its subcontractors, USER's sole remedy shall be limited to a credit for service as is more fully described in Section 7.1.

14. LIMITATIONS OF LIABILITY; INDEMNIFICATION

14.1 USER understands that (a) alternative means of communication are available to USER; (b) occasional interruption or irregularities in the service may occur; and (c) any potential harm from interruptions or irregularities in the service is speculative in nature. LCRA cannot offer the service at rates which reflect its value to each user, and LCRA assumes no responsibility other than that contained in this Agreement. Accordingly, USER agrees that,

except as limited by law, LCRA' sole liability for loss or damage arising out of mistakes, omissions interruptions, delays, errors, or defects in the service or transmission of service provided by LCRA or any carrier, or for losses or damages arising out of the failure of LCRA or any carrier to maintain proper standards or maintenance and operation shall be a credit for service as set forth in Section 7.1. Notwithstanding any other provisions of this Agreement, *neither Party shall be liable to the other for any special, incidental, consequential, punitive or indirect damages or for any loss of use, revenue, or profit* suffered by the other Party, its successors or assigns, customers or affiliates in connection with any breach of obligation under this Agreement, nor as a result of premises defect, condition or use of real or personal property, interference, failure or unavailability of any equipment, facility or service to be provided by LCRA under this Agreement, or under any other circumstance.

14.2 Neither Party shall be liable for delays, nonperformance, damage or losses due to causes beyond its reasonable control, including but not limited to action of the elements, severe weather, fires, floods, sabotage, government or regulatory action including withholding of approvals, strikes, embargoes, or delays beyond the control of vendors or contractors.

14.3 USER acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. LCRA is not liable to USER for any claims, loss, damages or cost which may result from lack of privacy on the system.

14.4 USER hereby agrees to indemnify and save LCRA harmless, to the full extent permitted by law, against claims for libel, slander, infringement or copyright from the material, in any form, transmitted over the radio system by USER or those using USER's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of USER with the facilities of LCRA or any carrier; and against all other claims arising out of any act or omission of USER in connection with the facilities or service provided by LCRA.

14.5 LCRA is not liable for any damage, accident, injury or the like occasioned by the use of radio service or the presence of equipment, including radio' handsets and other devices, facsimile units, and ancillary equipment of either Party except as provided herein. LCRA is not liable for any defacement or damage to USER's motor vehicles or any personal or real property resulting from the installation or presence of radio and ancillary equipment.

14.6 The liability of LCRA in connection with the services provided is subject to the foregoing limitations, and LCRA makes no warranties of any kind, expressed or implied, as to the provision of such services.

14.7 USER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LCRA, ITS OFFICERS AND EMPLOYEES, TO THE FULL EXTENT PERMITTED BY LAW FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING LEGAL AND ATTORNEY FEES, OF ANY NATURE ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY OR WRONGFUL DEATH TO USER (INCLUDING USER'S EMPLOYEES, OFFICERS, AGENTS OR SUBCONTRACTORS) OR OTHERS IN THE USE OR OPERATION OF ANY EQUIPMENT, PRODUCTS OR SERVICES PROVIDED BY LCRA OR USED IN CONJUNCTION WITH SUCH EQUIPMENT, PRODUCTS OR SERVICES PROVIDED BY LCRA AND ARISING OUT OF THE MANUFACTURE, PURCHASE, OPERATION, CONDITIONS, MAINTENANCE, INSTALLATION, RETURN OR USE OF THE EQUIPMENT OR SERVICE OR ARISING BY OPERATION OF LAW, WHETHER THE CLAIM IS BASED IN WHOLE OR IN PART ON NEGLIGENT ACTS OR OMISSIONS OF LCRA, ITS AGENTS OR EMPLOYEES. THIS PROVISION SHALL NOT APPLY TO DAMAGES TO FACILITIES OF USER AS PROVIDED IN PARAGRAPH 12.2.

14.8 Nothing in this Agreement is intended to waive any immunity from suit or liability to which a Party may be entitled by law, except for acts in violation of criminal laws.

15. NOTICES

15.1 Any notice or demand required or permitted to be made hereunder shall be made by certified or registered mail, hand delivery or overnight courier to the addresses given on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices or demands shall be effective upon receipt and shall be deemed to be received when actually delivered by hand delivery, overnight courier, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid.

16. NO COMMON CARRIER OFFERING

16.1 With respect to services contemplated by this Agreement, neither USER nor LCRA shall make a common-carrier offering of communication services.

17. TAX CODE CONSEQUENCES.

17.1 The relationship of the Parties shall not be treated as a partnership, joint enterprise, or other taxable entity for any purpose, including liability under the United States Internal Revenue Code (the "**Code**"). No provision of the Agreement shall be construed to create an association, joint venture, trust, or partnership with regard to the other Party. The Parties agree to take appropriate actions, including appropriate elections under Section 761 of the Code, to exclude the application of the partnership provisions of the Code.

17.2 Each Party shall be responsible for the payment of its own tax liabilities arising from this Agreement.

18. AMENDMENT; WAIVER; SEVERABILITY

18.1 Except for revisions of the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), additions of additional participants and users or the expansion provisions set forth in Section 5, amendments to or modification of this Agreement shall be in writing and signed by authorized representatives of the Parties. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future. The terms and conditions of this Agreement supersede other agreements, written or oral, between the Parties regarding the subject of this Agreement. Should a court of competent jurisdiction find any part of this Agreement invalid or unlawful, the remainder of this Agreement shall remain in full force and effect, consistent with the original intent of the Parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

19. NO ORAL AGREEMENTS.

19.1 The parties agree that this Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement and any other writings, understandings, oral representations or contracts for radio service, if any, shall be deemed to be terminated, void and ineffective from the Effective Date of this Agreement, except for charges and fees incurred and remaining unpaid under any previous agreement.

20. REVIEWS

20.1 The Parties agree to conduct periodic reviews at the request of either Party to coordinate operations and related administrative or management activities with regard to the services provided under this Agreement. The Parties may loan equipment to each other in furtherance of this Agreement, but any such equipment shall remain the property of the loaning Party and must be returned after requested within a reasonable period of time to insure non-interruption of official duties and services.

21. INTERLOCAL CERTIFICATION

21.1 The Parties certify that (1) the services described herein and to be provided under this Agreement are necessary and essential for activities that are properly within the Parties' statutory functions; (2) the proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions, and (3) the services, supplies, or materials contracted for are not required by Article XVI, Section 21 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

Executed to be effective on the Effective Date set out in the first paragraph above.

Agreed by:

Lower Colorado River Authority:

By: _____

Name: _____

Title: VP, TRANS. STRATEGIC SVCS.
9/27/19



USER

Guadalupe County:

By: _____

Name: Kyle Kutscher

Title: Guadalupe County Judge

ATTACHMENT A

Radio System Pricing Schedule

ENERGY • WATER • COMMUNITY SERVICES

PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT): Guadalupe County Auditor				
AGENCY ADDRESS: 307 Court St. Suite 205				
CITY: Seguin	STATE: TX	ZIP: 78155	PHONE: 830/303-8855	FAX
CONTACT NAME: Kris Klein			PHONE: 830/303-8855	FAX
BILLING ADDRESS, IF DIFFERENT FROM ABOVE			EMAIL ADDRESS FOR INVOICING: ap@co.guadalupe.tx.us	
CITY	STATE	ZIP	TAX EXEMPT: Yes	FEDERAL TAX ID: 74-6002282

PURCHASE ORDER	EFFECTIVE DATE
LCRA Radio System Pricing Schedule	Cost per Unit Per Month Customer Elections*

BASIC SERVICE

Mobiles *	\$16.00
Portables *	\$16.00
Desktop Control Station *	\$16.00
Symphony Console	\$100.00
Conventional Interface	\$50.00
BeOn Monthly Service	\$10.00
BeOn Activation (One-time per device)	\$280.00
Data Modem	\$10.00

* LCRA does not charge a monthly fee for spare radios not being utilized.

OPTIONS

I-CALL	\$5.00
DATA - Status Messaging	\$10.00
DATA - AVL	\$10.00

Please Note:

LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.
Only the features and capabilities selected by customer under Customer Elections shall be enabled.
Specifics of services provided hereunder (including quantities) is subject to modification based on customer needs.

For Notification Purposes as per section 15.1 of the agreement, LCRA's address is:

Telecom Manager 3505 Montopolis Mailstop T099
3505 Montopolis Dr., Mailstop T099
Austin, TX 78744

Attachment B
Lower Colorado River Authority
 Post Office Box 220 Austin, Texas 78767 * (512) 473-3200 Ext. 6330

TELECOM INSTALLATION & MAINTENANCE PRICE SHEET

E CRIPTION		COST
1. INSTALLATIONS:		
1. Underdash/RemoteMount	Installation includes: Programming, Testing, & standard 3db gain antenna.	\$250.00
2. Custom Installations	Integration of additional components and/or vehicles requiring additional labor.	\$300.00
3. Control Station	Labor Only: (4 hours) (Note: Required Radio and additional materials quoted separately as needed.) ** Tower work and external device work quoted separately**	370.00
4. Outside Speaker	> Installation of Outside Speaker for mobile radio-combined with a mobile installation (does not include cost of speaker.)	\$75.00
4. AVL	Installation includes programming, testing & IP assignment	\$150.00
5. Handset	Mounting and wiring of Handset to radio and decoder	\$200.00
6. Silent Alarm	Mounting and wiring of silent alarm to radio	\$200.00
7. Decoder	Mounting and wiring of decoder to handset and radio	\$200.00
II. Radio Removal	Includes: Removal of existing radio and antenna	\$ 75.00
III. Radio Reprogramming	> Radio Reprogramming at LCRA Radio Shop	\$ 35.00
	> Radio Reprogramming at Customer Location	\$ 35.00 + Mileage
IV. Radio Repairs	Radio diagnostics and bench repairs in LCRA Radio Shop — Flat Rate for labor and materials. (Does not include new batteries & antennas) Radios needing factory repair will require customer approval.	\$125.00
V. Labor:		
1. Regular time (scheduled)	Hourly rate during normal hours (7:00am - 3:30pm). Next day / 24 hour response time.	\$ 92.50
2. Overtime (unscheduled)	Hourly rate outside normal hours. Same day response.	\$ 138.75
3. Call out (emergency)	Hourly rate for emergency or call out. Two hour response.	\$ 185.00
VI. Mileage rate:	Per mile rate for all travel to and from work location. No labor charges during travel.	\$.95/mile

- Any work beyond the scope of the above will be billed according to the prevailing rates.
- All installations are tested for correct SWR, TX & RX functions.

- All work has a warranty of 90 days, which covers materials and labor due to defects in workmanship and manufacturing. This warranty does not include damage caused by misuse or by natural causes. Antennas and microphones are only covered under warranty due to defect in workmanship and manufacturing,

Exhibit – Scope of Work**LCRA and Guadalupe County, TX****CUSTOMER:** Guadalupe County
101 East Court Street
Seguin, TX 78155
Attn: Jeff Coleman

This Scope of Work is issued under and subject to that certain Interlocal Cooperation Act Agreement for Mobile Radio Services and Equipment between the Parties listed above (the "Interlocal Agreement"). This Scope of Work is further subject to the Terms and Conditions attached hereto.

In the event of any conflict or inconsistency between the terms and provisions of this Scope of Work and the terms and provisions of the Interlocal Agreement, with respect to the Project(s) identified below only, the terms and provisions of this Scope of Work shall control.

PROJECT: Guadalupe County Radio Tower (Hickory Forrest); Guadalupe County Dispatch
DATE SUBMITTED: 09/26/2019

SERVICES: Guadalupe County seeks to improve radio coverage and regional interoperability with the addition of P25 700 MHz radio transmission equipment to an existing water tower at 3030 Hickory Forrest Dr., Seguin, TX 78115. Additionally, the County seeks to further improve regional interoperability with six (6) new dispatching stations in a facility to be constructed at 2617 N. Guadalupe St., Seguin TX 78115.

In furtherance thereof, LCRA will supply all engineering, labor, and materials necessary to complete the successful development of such facilities.

The project is further described in Attachment A attached hereto.

SCHEDULE:

Begins: The work can begin any time after this Scope of Work is signed.

Completion: This Scope of Work will end when all services contemplated hereunder have been successfully completed, or this Scope of Work has been terminated.

PRICE:

Total Cost: See Attachment A

Billing Method: Invoice

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this Scope of Work.

Guadalupe County, TXBy: 

Title: Guadalupe County Judge

Date: October 1, 2019

Lower Colorado River AuthorityBy: 

Title: VP, TRANS STRATEGIC SWS.

Date: 9/27/19



SCOPE OF WORK
TERMS AND CONDITIONS

This Scope of Work is subject to the following terms and conditions:

1. LCRA shall perform construction services as described in the attached Scope of Work.
2. LCRA will perform the work for a firm, fixed fee amount. LCRA may invoice the Customer for the entire fixed fee amount during the first month of work or for portions of the fixed fee amount over several months, but in no case shall the aggregate invoicing be for more than the fixed fee amount. All monetary payments under this Scope of Work shall be due and payable within thirty (30) days after receipt of invoice. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum lawful rate, or one percent per month, from the due date until paid.
3. Changes in the Scope of Work may be made only by a written change order signed by representatives of Customer and LCRA. Verbal change orders shall not be given nor accepted, except in case of an emergency which endangers people or property and such order shall be followed up with a written confirmation as soon as practicable.
4. The term of this Scope of Work shall be the duration of the work. The Scope of Work may be terminated at any time by either party upon written notice to the other party. When the Scope of Work is terminated by either party, the Customer shall pay for services rendered under this Scope of Work up to the date of termination.
5. There are no third party beneficiaries to this Scope of Work and the provisions of this Scope of Work shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the parties and their permitted successors and permitted assigns.
6. Limited Warranty.
 - (a) LCRA shall perform all services in accordance with acceptable industry practice, in a good and workmanlike manner, and in accordance with installation instructions and requirements of any applicable equipment manufacturer and supplier. During a period of thirty (30) days after acceptance of the work by Customer, LCRA shall correct any work not conforming to the foregoing warranties by reperforming the services.
 - (b) LCRA shall assign to Customer, as the end-user, any applicable equipment or supply warranties provided by LCRA's vendors. All warranty documentation shall be furnished to the Customer.
 - (c) THE WARRANTIES CONTAINED IN THIS SECTION 6 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOMER'S REMEDIES ARE LIMITED TO LCRA'S OBLIGATIONS AS EXPRESSLY STATED IN THIS SECTION 6.
7. **THE TOTAL LIABILITY OF LCRA ARISING OUT OF THIS SCOPE OF WORK AND THE WORK PERFORMED HEREUNDER WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO LCRA UNDER THIS SCOPE OF WORK, AND LCRA WILL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT SHALL ANY OFFICER, DIRECTOR, EMPLOYEE OR AFFILIATE (OR AFFILIATE'S OFFICER, DIRECTOR OR EMPLOYEE) OF LCRA BE LIABLE TO CUSTOMER UNDER THIS SCOPE OF WORK, AND CUSTOMER'S SOLE RECOURSE UNDER THIS SCOPE OF WORK SHALL BE AGAINST LCRA AND NOT AGAINST SUCH OTHER PERSONS. THE LIMITATIONS ON LIABILITY AND REMEDIES IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER THE LIABILITY OR CAUSE OF ACTION ARISES IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTHING IN THIS SCOPE OF WORK SHALL BE CONSTRUED TO WAIVE LCRA'S GOVERNMENTAL IMMUNITY.**
8. This Scope of Work and the Interlocal Agreement together represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Scope of Work and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings. No representations, warranty, condition, understanding or agreement of any kind with respect to the subject matter of this Scope of Work shall be relied upon by the parties unless incorporated into this Scope of Work. This Scope of Work may not be amended or modified except by a writing executed both by an authorized representative of LCRA and by an authorized representative of the Customer.



**Attachment A,
Table A:**

Site Services and Equipment Cost	Price
Hardware 5 Channel P25 Simulcast DCP - Each Additional Site PHASE II UPS, Joslyn, Bypass, DC Power Eaton 8kVA UPS (Includes Bypass) Antennas, Combiner, Multicoupler, TTA, Coax, Connectors Transport MW, MPLS Lease line Install (Note: Recurring fee of \$800 / month.) Dupont Shelter 10'x10'x9' (Includes Transfer Switch and Surge Protection)	\$372,000
Engineering / Licensing Channel Frequency licensing (new 700MHz Site) NEPA / SHPO / Cultural Regulatory	\$43,000
Labor / Installation	\$105,000
Total*:	\$520,000

* Please note that the foregoing is a fixed price agreement.



Attachment A,
Table B:

Dispatch Services and Equipment Costs	Price
Hardware One (1) Symphony Console (Free) Five (5) Symphony Console (Base configuration and licenses) Six (6) Symphony Paging Feature Six (6) Symphony Footswitch Six (6) Symphony Desk Mic Six (6) Symphony 24" Monitor-Touchscreen One (1) Console Router (4221) One (1) Cisco Switch 2960-Plus, 24 Port Harris HWFX and SWFX	\$212,000
Engineering	\$7,000
Labor / Installation	\$37,000
Total*:	\$256,000

* Please note that the foregoing is a fixed price agreement.

Channel	BaseFrq	Agency Assigned	Site Location	Site Lat	Site Lon
025-028	769.16250	TYC (25 kHz Channel)	Statewide	0.000000	0.000000
029-030	769.18125	DPS SWAT (Maintenance)	Statewide	0.000000	0.000000
031-032	769.19375	Harris Co	Pearland	29.558556	-95.288278
031-032	769.19375	LCRA In Use	Cedar Valley	30.198333	-98.012778
031-032	769.19375	LCRA In Use	Giddings	30.177500	-96.907500
031-032	769.19375	LCRA In Use	Gonzales	29.504444	-97.546944
031-032	769.19375	TXDOT	Beaumont	30.162500	-94.178333
033-034	769.20625	LCRA In Use	Flatonina	29.699167	-97.070556
033-034	769.20625	LCRA In Use	New Braunfels	29.708333	-98.160833
033-034	769.20625	RGVCG	Mission	21.156500	-98.318055
035-036	769.21875	DPS	Austin Capital	30.327000	-97.722447
035-036	769.21875	DPS Border Ops	Reserved - Statewide		
035-036	769.21875	Harris Co	Baytown	29.768667	-95.017861
035-036	769.21875	LCRA In Use	Creedmoor	30.055278	-97.750278
035-036	769.21875	LCRA In Use	Luckenbach	30.133889	-98.672222
035-036	769.21875	McAllen	Falfurrias	27.228871	98.15441
035-036	769.21875	RGVRR	Combiner #2 Lynn	26.556190	-98.126110
065-066	769.40625	Harris Co	Baytown	29.768667	-95.017861
065-066	769.40625	RGVRR	Combiner #2 Lynn	26.556190	-98.126110
067-068	769.41875	LCRA In Use	Bay City	28.980000	-95.999444
067-068	769.41875	LCRA In Use	Kendall County	29.822222	-98.581667
069-070	769.43125	Harris Co	Splendor	30.215000	-95.124167
069-070	769.43125	LCRA In Use	Boerne Radio	29.840833	-98.825833
069-070	769.43125	McAllen	McCook	26.53883	-98.37522
069-070	769.43125	TxDOT	Cedar Park	30.483083	-97.798417
071-072	769.44375	Brazos Valley	Burton	30.201917	96.633167
071-072	769.44375	DPS	Vidor	30.130000	-94.005222
071-072	769.44375	LCRA In Use	Balcones	30.391834	-97.728187
073-074	769.45625	DPS	Austin Capital	30.327000	-97.722447
073-074	769.45625	Harris Co	MCSO1	30.271667	-95.495833
073-074	769.45625	Harris Co	MCSO2	30.254444	-95.347667
073-074	769.45625	Harris Co	MCSO3	30.225027	-95.696333
073-074	769.45625	LCRA In Use	New Taiton	29.313611	-96.334167
073-074	769.45625	LCRA In Use	San Marcos	29.890833	-97.948611
073-074	769.45625	LCRA In Use	La Grange 2	29.874167	-96.881667
075-076	769.46875	Harris Co	Angleton	29.243889	-95.408889
075-076	769.46875	LCRA In Use	Sim Gideon (Bastrop)	30.149167	-97.270278
075-076	769.46875	LCRA In Use	Wimberly Radio	29.975556	-98.093889
105-106	769.65625	Cy-Fair VFD	Fire Station 1	29.896667	-95.537000
105-106	769.65625	Cy-Fair VFD	Fire Station 12	29.847125	-95.712167
105-106	769.65625	Cy-Fair VFD	Fire Station 4	29.998111	-95.699444
105-106	769.65625	Cy-Fair VFD	Wheatcross	29.909367	-95.681303
105-106	769.65625	DPS Border Ops	Reserved - Statewide		
105-106	769.65625	LCRA In Use	Cedar Valley	30.198333	-98.012778
105-106	769.65625	LCRA In Use	Giddings	30.177500	-96.907500
105-106	769.65625	RGVRR	Combiner #2 Lynn	26.556190	-98.126110

105-106	769.65625	TXDOT	Beaumont	30.162500	-94.178330
107-108	769.66875	LCRA In Use	Flatonia	29.699167	-97.070556
107-108	769.66875	LCRA In Use	New Braunfels	29.708333	-98.160833
107-108	769.66875	McAllen	Falfurrias	27.228871	98.15441
109-110	769.68125	DPS	Austin Capital	30.327000	-97.722447
109-110	769.68125	DPS	Austin Capital	30.327000	-97.722447
109-110	769.68125	Harris Co	Baytown	29.768667	-95.017861
109-110	769.68125	LCRA In Use	Creedmoor	30.055278	-97.750275
109-110	769.68125	LCRA In Use	Luckenbach	30.133889	-98.672222
109-110	769.68125	RGVCG	Mission	26.156500	-98.318055
111-112	769.69375	LCRA - Proposed	Hickory Forest - In Construction	29.462161	-97.894722
113-114	769.70625	Harris Co	Beltway1	29.762056	-95.352111
113-114	769.70625	Harris Co	Beltway2	29.866667	-95.541667
113-114	769.70625	Harris Co	Beltway3	29.705000	-95.386056
113-114	769.70625	Harris Co	Beltway4	29.806000	-95.191916
113-114	769.70625	LCRA In Use	Kendall County	29.822222	-98.581667
115-116	769.71875	DPS Border Ops	Reserved - Statewide		
115-116	769.71875	LCRA In Use	Boerne Radio	29.840833	-98.825833
115-116	769.71875	McAllen	McCook	26.53883	-98.37522
115-116	769.71875	TXDOT	Cedar Park	30.483083	-97.798417
145-146	769.90625	DPS	Bowie County	33.466544	-94.464166
145-146	769.90625	DPS	Vidor	30.130000	-94.005222
145-146	769.90625	Harris Co	AT Alvin	29.431611	-95.155500
145-146	769.90625	LCRA In Use	Balcones	30.391834	-97.728187
145-146	769.90625	RGVRR	Combiner #1 Pharr	26.186060	-98.188780
147-148	769.91875	DPS	Austin Capital	30.327000	-97.722447
147-148	769.91875	Harris Co	MC504	30.424361	-95.684444
147-148	769.91875	LCRA In Use	San Marcos	29.890833	-97.948611
147-148	769.91875	LCRA In Use	La Grange 2	29.874167	-96.881667
149-150	769.93125	Harris Co	Angleton	29.243889	-95.408889
149-150	769.93125	LCRA In Use	Wimberly Radio	29.975556	-98.093889
151-152	769.94375	Harris Co	Humble	29.998556	-95.269389
151-152	769.94375	LCRA In Use	Cedar Valley	30.198333	-98.012778
151-152	769.94375	LCRA In Use	Giddings	30.177500	-96.907500
151-152	769.94375	LCRA In Use	Gonzales	29.504444	-97.546944
153-154	769.95625	LCRA In Use	Flatonia	29.699167	-97.070556
153-154	769.95625	LCRA In Use	New Braunfels	29.708333	-98.160833
153-154	769.95625	RGVCG	Mission	26.156500	-98.318055
155-156	769.96875	DPS Border Ops	Reserved - Statewide		
155-156	769.96875	Harris Co	Baytown	29.768667	-95.017861
155-156	769.96875	LCRA In Use	Creedmoor	30.055278	-97.750275
155-156	769.96875	LCRA In Use	Luckenbach	30.133889	-98.672222
155-156	769.96875	McAllen	Falfurrias	27.228871	98.15441
155-156	769.96875	RGVRR	Combiner #2 Lynn	26.556190	-98.126110
185-186	770.15625	Harris Co	League City	29.502167	-95.096305
187-188	770.16875	Harris Co	Splendor	30.215000	-95.124167
187-188	770.16875	LCRA In Use	Bay City	28.980000	-95.999444

187-188	770.16875	LCRA In Use	Kendall County	29.822222	-98.581667
189-190	770.18125	Harris Co	Galveston	29.304138	-94.797972
189-190	770.18125	LCRA In Use	Boerne Radio	29.840833	-98.825833
189-190	770.18125	McAllen	McCook	26.53883	-98.37522
191-192	770.19375	Collin County	Plano	33.354194	-96.581666
191-192	770.19375	LCRA In Use	Balcones	30.391834	-97.728187
193-194	770.20625	Brazos Valley	Bryan	30.673889	96.371667
193-194	770.20625	DPS	Bowie County	33.466544	-94.464166
193-194	770.90625	DPS	Vidor	30.130000	-94.005222
193-194	770.20625	Harris Co	Liberty	30.021861	-94.739083
193-194	770.20625	LCRA In Use	New Taiton	29.313611	-96.334167
193-194	770.20625	LCRA In Use	San Marcos	29.890833	-97.948611
193-194	770.20625	LCRA In Use	La Grange 2	29.874167	-96.881667
195-196	770.21875	DPS Border Ops	Reserved - Statewide		
195-196	770.21875	Harris Co	AT Alvin	29.431611	-95.155500
195-196	770.21875	LCRA In Use	Sim Gideon (Bastrop)	30.149167	-97.270278
195-196	770.21875	LCRA In Use	Wimberly Radio	29.975556	-98.093889
195-196	770.21875	RGVRR	Combiner #2 Lynn	26.556190	-98.126110
225-226	770.40625	DPS	Austin Capitol	30.327000	-97.722447
225-226	770.40625	Harris Co	AT Alvin	29.431611	-95.155500
225-226	770.40625	LCRA In Use	Cedar Valley	30.198333	-98.012778
225-226	770.40625	LCRA In Use	Giddings	30.177500	-96.907500
227-228	770.41875	Harris Co	Splendora	30.215000	-95.124167
227-228	770.41875	LCRA In Use	Flatonina	29.699167	-97.070556
227-228	770.41875	LCRA In Use	New Braunfels	29.708333	-98.160833
227-228	770.41875	RGVRR	Combiner #1 Pharr	26.186060	-98.188780
229-230	770.43125	EF Johnson	North Central Texas	32.887690	-96.974750
229-230	770.43125	Harris Co	Brazoria	29.065556	-95.597778
229-230	770.43125	LCRA In Use	Creedmoor	30.055278	-97.750275
229-230	770.43125	LCRA In Use	Luckenbach	30.133889	-98.672222
229-230	770.43125	RGVCG	Mission	26.156500	-98.318055
231-232	770.44375	Cy-Fair VFD	Fire Station 1	29.896667	-95.537000
231-232	770.44375	Cy-Fair VFD	Fire Station 12	29.847125	-95.712167
231-232	770.44375	Cy-Fair VFD	Fire Station 4	29.998111	-95.699444
231-232	770.44375	Cy-Fair VFD	Wheatcross	29.909367	-95.681303
233-234	770.45625	LCRA In Use	Kendall County	29.822222	-98.581667
235-236	770.46875	Brazos Valley	College Station	30.627500	96.294722
235-236	770.46875	Harris Co	Baytown	29.768667	-95.017861
235-236	770.46875	LCRA In Use	Boerne Radio	29.840833	-98.825833
235-236	770.46875	LCRA In Use	Kingsbury	29.654444	-97.823889
235-236	770.46875	RGVRR	Combiner #2 Lynn	26.556190	-98.126110
265-266	770.65625	Harris Co	Pearland	29.558556	-95.288278
265-266	770.65625	LCRA In Use	Balcones	30.391834	-97.728187
267-268	770.66875	Brazos Valley	TX A&M Hensel Park	30.630000	96.342778
267-268	770.66875	LCRA In Use	San Marcos	29.890833	-97.948611
267-268	770.66875	LCRA In Use	La Grange 2	29.874167	-96.881667
269-270	770.68125	Harris Co	Baytown	29.768667	-95.017861
269-270	770.68125	LCRA In Use	Wimberly Radio	29.975556	-98.093889

271-272	770.69375	Harris Co	Brazoria	29.065556	-95.597778
271-272	770.69375	LCRA In Use	Cedar Valley	30.198333	-98.012778
271-272	770.69375	LCRA In Use	Giddings	30.177500	-96.907500
271-272	770.69375	LCRA In Use	Gonzales	29.504444	-97.546944
271-272	770.69375	PBRICS	Odessa	31.873833	-102.315550
273-274	770.70625	Harris Co	Splendora	30.215000	-95.124167
273-274	770.70625	LCRA In Use	Flatonina	29.699167	-97.070556
273-274	770.70625	LCRA In Use	New Braunfels	29.708333	-98.160833
273-274	770.70625	RGVCG	Mission	26.156500	-98.318055
275-276	770.71875	Cy-Fair VFD	Fire Station 1	29.896667	-95.537000
275-276	770.71875	Cy-Fair VFD	Fire Station 12	29.847125	-95.712167
275-276	770.71875	Cy-Fair VFD	Fire Station 4	29.998111	-95.699444
275-276	770.71875	Cy-Fair VFD	Wheatcross	29.909367	-95.681303
275-276	770.71875	DPS Border Ops	Reserved - Statewide		
275-276	770.71875	LCRA In Use	Creedmoor	30.055278	-97.750278
275-276	770.71875	LCRA In Use	Luckenbach	30.133889	-98.672222
305-306	770.90625	Harris Co	Baytown	29.768667	-95.017861
305-306	770.90625	LCRA - Proposed	Hickory Forest - In Construction	29.462161	-97.894722
307-308	770.91875	LCRA In Use	Bay City	28.980000	-95.999444
307-308	770.91875	LCRA In Use	Kendall County	29.822222	-98.581667
309-310	770.93125	Brazos Valley	LCRA Tower-Washington	30.305278	96.214444
309-310	770.93125	Harris Co	Humble	29.998556	-95.269389
309-310	770.93125	LCRA In Use	Boerne Radio	29.840833	-98.825833
309-310	770.93125	LCRA In Use	Kingsbury	29.654444	-97.823889
309-310	770.93125	TXDOT	Cedar Park	30.483083	-97.798417
311-312	770.44375	DPS	Vidor	30.130000	-94.005222
311-312	770.94375	LCRA In Use	Balcones	30.391834	-97.728187
311-312	770.94375	TXDOT	Beaumont	30.162500	-94.178333
313-314	770.95625	Harris Co	Splendora	30.215000	-95.124167
313-314	770.95625	LCRA In Use	New Taiton	29.313611	-96.334167
313-314	770.95625	LCRA In Use	San Marcos	29.890833	-97.948611
313-314	770.95625	LCRA In Use	La Grange 2	29.874167	-96.881667
315-316	770.96875	Harris Co	Angleton	29.243889	-95.408889
315-316	770.96875	LCRA In Use	Sim Gideon (Bastrop)	30.149167	-97.270278
315-316	770.96875	LCRA In Use	Wimberly Radio	29.975556	-98.093889
315-316	770.96875	RGVCG	Mission	26.156500	-98.318055
645-646	773.03125	Harris Co	Baytown	29.768667	-95.017861
645-646	773.03125	LCRA In Use	Doss	30.372778	-99.083889
645-646	773.03125	PBRICS	Odessa	31.873333	-103.31555
647-648	773.04375	LCRA In Use	Fowler Hill [Llano]	30.598889	-98.624167
647-648	773.04375	LCRA In Use	Smithson Valley [Comal County]	29.763056	-98.300278
649-650	773.05625	Brazos Valley	Brenham	30.147306	96.414889
649-650	773.05625	Harris Co	Pasadena	29.692167	-95.196056
649-650	773.29375	LCRA In Use	Comfort	29.977946	-98.903348
649-650	773.05625	LCRA In Use	Creedmoor	30.055278	-97.750278
651-652	773.06875	LCRA - Proposed	Hickory Forest - In Construction	29.462161	-97.894722

653-654	773.08125	Harris Co	AT Alvin	29.431611	-95.155500
653-654	773.08125	LCRA In Use	Columbus	29.687500	-96.615556
655-656	773.09375	Brazos Valley	Millican	30.473333	96.214444
655-656	773.09375	DPS	Bowie County	33.466544	-94.464166
655-656	773.09375	DPS	Vidor	30.130000	-94.005222
655-656	773.09375	LCRA In Use	Shovel Mt	30.442778	-98.246667
655-656	773.09375	LCRA In Use	Kingsbury	29.654444	-97.823889
685-686	773.28125	DPS	Vidor	30.130000	-94.005222
685-686	773.28125	Harris Co	Galveston	29.304138	-94.797972
685-686	773.28125	LCRA In Use	Fredricksburg	30.263611	-98.883333
685-686	774.55625	TXDOT	Beaumont	30.162500	-94.178333
687-688	773.29375	LCRA In Use	Rutersville [La Grange]	29.950833	-96.774167
687-688	773.29375	LCRA In Use	San Marcos	29.890833	-97.948611
689-690	773.30625	Harris Co	Pearland	29.558556	-95.288278
689-690	773.30625	LCRA In Use	Peters	29.848333	-96.198889
689-690	773.30625	LCRA In Use	West Hays	30.048555	-98.199444
691-692	773.31875	Harris Co	Brazoria	29.065556	-95.597778
691-692	773.31875	PBRICS	Odessa	31.873833	-102.315550
693-694	773.33125	LCRA In Use	Smithson Valley [Comal County]	29.763056	-98.300278
695-696	773.34375	Harris Co	League City	29.502167	-95.096305
695-696	773.58125	LCRA In Use	Comfort	29.977946	-98.903348
695-696	773.34375	LCRA In Use	Creedmoor	30.055278	-97.750278
725-726	773.53125	Harris Co	Pearland	29.558556	-95.288278
727-728	773.54375	TXDOT	Cedar Park	30.483083	-97.798417
729-730	773.55625	Harris Co	Baytown	29.768667	-95.017861
729-730	773.55625	LCRA In Use	Shovel Mt	30.442778	-98.246667
729-730	773.55625	LCRA In Use	Kingsbury	29.654444	-97.823889
731-732	773.56875	LCRA In Use	Fredricksburg	30.263611	-98.883333
733-734	773.58125	Cy-Fair VFD	Fire Station 1	29.896667	-95.537000
733-734	773.58125	Cy-Fair VFD	Fire Station 12	29.847125	-95.712167
733-734	773.58125	Cy-Fair VFD	Fire Station 4	29.998111	-95.699444
733-734	773.58125	Cy-Fair VFD	Wheatcross	29.909367	-95.681303
733-734	773.58125	LCRA In Use	Rutersville [La Grange]	29.950833	-96.774167
733-734	773.58125	LCRA In Use	San Marcos	29.890833	-97.948611
735-736	773.59375	EF Johnson	North Central Texas	32.887690	-96.974750
735-736	773.59375	LCRA In Use	West Hays	30.048555	-98.199444
765-766	773.78125	Harris Co	Pearland	29.558556	-95.288278
765-766	773.78125	LCRA In Use	Doss	30.372778	-99.083889
765-766	773.78125	PBRICS	Odessa	31.873833	-102.315550
767-768	773.79375	LCRA In Use	Fowler Hill [Llano]	30.598889	-98.624167
767-768	773.79375	LCRA In Use	Smithson Valley [Comal County]	29.763056	-98.300278
769-770	773.80625	Harris Co	Baytown	29.768667	-95.017861
769-770	774.04375	LCRA In Use	Comfort	29.977946	-98.903348
769-770	773.80625	LCRA In Use	Creedmoor	30.055278	-97.750278
771-772	773.81875	LCRA - Proposed	Hickory Forest - In Construction	29.462161	-97.894722
773-774	773.83125	Cy-Fair VFD	Fire Station 1	29.896667	-95.537000

773-774	773.83125	Cy-Fair VFD	Fire Station 12	29.847125	-95.712167
773-774	773.83125	Cy-Fair VFD	Fire Station 4	29.998111	-95.699444
773-774	773.83125	Cy-Fair VFD	Wheatcross	29.909367	-95.681303
773-774	773.83125	Harris Co	Pasadena	29.692167	-95.196056
773-774	773.83125	LCRA In Use	Columbus	29.687500	-96.615556
775-776	773.84375	LCRA In Use	Shovel Mt	30.442778	-98.246667
775-776	773.84375	LCRA In Use	Kingsbury	29.654444	-97.823889
805-806	774.03125	Houston	Ginger	29.420278	-95.128056
805-806	774.03125	LCRA In Use	Fredricksburg	30.263611	-98.883333
807-808	774.04375	LCRA In Use	Rutersville [La Grange]	29.950833	-96.774167
807-808	774.04375	LCRA In Use	San Marcos	29.890833	-97.948611
809-810	774.05625	Harris Co	Pearland	29.558556	-95.288278
809-810	774.05625	LCRA In Use	Peters	29.848333	-96.198889
809-810	774.05625	LCRA In Use	West Hays	30.048555	-98.199444
811-812	774.06875	Harris Co	Brazoria	29.065556	-95.597778
811-812	774.06875	PBRICS	Odessa	31.873833	-102.315550
811-812	774.06875	TXDOT	Cedar Park	30.483083	-97.798417
813-814	774.08125	Harris Co	Humble	29.998556	-95.269389
813-814	774.08125	LCRA In Use	Smithson Valley [Comal County]	29.763056	-98.300278
815-816	774.09375	Harris Co	Marine	29.437361	-95.103500
815-816	774.09375	LCRA In Use	Creedmoor	30.055278	-97.750278
845-846	774.28125	Harris Co	League City	29.502167	-95.096305
845-846	774.28125	TXDOT	Beaumont	30.162500	-94.178333
847-848	774.29375	TXDOT	Cedar Park	30.483083	-97.798417
849-850	774.30625	Cy-Fair VFD	Fire Station 1	29.896667	-95.537000
849-850	774.30625	Cy-Fair VFD	Fire Station 12	29.847125	-95.712167
849-850	774.30625	Cy-Fair VFD	Fire Station 4	29.998111	-95.699444
849-850	774.30625	Cy-Fair VFD	Wheatcross	29.909367	-95.681303
849-850	774.30625	LCRA In Use	Shovel Mt	30.442778	-98.246667
849-850	774.30625	LCRA In Use	Kingsbury	29.654444	-97.823889
851-852	774.31875	LCRA In Use	Fredricksburg	30.263611	-98.883333
853-854	774.33125	Harris Co	Baytown	29.768667	-95.017861
853-854	774.33125	LCRA In Use	Rutersville [La Grange]	29.950833	-96.774167
853-854	774.33125	LCRA In Use	San Marcos	29.890833	-97.948611
855-856	774.34375	LCRA In Use	Peters	29.848333	-96.198889
855-886	774.34375	LCRA In Use	West Hays	30.048555	-98.199444
885-886	774.53125	Harris Co	Pasadena	29.692167	-95.196056
885-886	774.53125	LCRA In Use	Doss	30.372778	-99.083889
885-886	774.53125	PBRICS	Odessa	31.873833	-102.315550
885-886	774.53125	RGVRR	Combiner #1 Pharr	26.186060	-98.188780
887-888	774.54375	LCRA In Use	Fowler Hill [Llano]	30.598889	-98.624167
887-888	774.54375	LCRA In Use	Smithson Valley [Comal County]	29.763056	-98.300278
889-890	774.55625	Harris Co	League City	29.502167	-95.096305
889-890	774.55625	LCRA In Use	Creedmoor	30.055278	-97.750278
891-892	774.56875	LCRA - Proposed	Hickory Forest - In Construction	29.462161	-97.894722
893-894	774.58125	LCRA In Use	Columbus	29.687500	-96.615556

895-896	774.59375	Harris Co	Baytown	29.768667	-95.017861
895-896	774.59375	LCRA In Use	Shovel Mt	30.442778	-98.246667
895-896	774.59375	LCRA In Use	Kingsbury	29.654444	-97.823889
925-926	774.78125	Houston	Ginger	29.420278	-95.128056
925-926	774.78125	LCRA In Use	Fredricksburg	30.263611	-98.883333
925-926	774.78125	RGVRR	Combiner #1 Pharr	26.186060	-98.188780
927-928	774.79375	LCRA In Use	Rutersville [La Grange]	29.950833	-96.774167
927-928	774.79375	LCRA In Use	San Marcos	29.890833	-97.948611
929-930	774.80625	Harris Co	League City	29.502167	-95.096305
929-930	774.80625	LCRA In Use	Peters	29.848333	-96.198889
929-930	774.80625	LCRA In Use	West Hays	30.048555	-98.199444
931-932	774.81875	DPS SWAT (Maintenance)	Statewide	0.000000	0.000000
933-936	774.83750	TYC (25 kHz Channel)	Statewide	0.000000	0.000000